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18 Attorneys for Movant
19 Dexon Computer, Inc.

20 UNITED STATES DISTRICT COURT
21 NORTHERN DISTRICT OF CALIFORNIA

22 CISCO SYSTEMS, INC., a Delaware
23 corporation and CISCO TECHNOLOGY,
24 INC., a California corporation,

25 Plaintiff,

26 v.

27 DEXON COMPUTER, INC., a Minnesota
28 corporation,

Defendant.

Case No. 3:20-cv-4926-CRB

**DECLARATION OF MICHAEL M.
LAFEBER IN SUPPORT OF
DEFENDANT'S RENEWED MOTION TO
DISMISS**

Date: May 28, 2021
Time: 10:00 a.m.
Crtrm.: 6
Location: Zoom

Hon. Charles R. Breyer
Presiding Judge

1 1. My name is Michael M. Lafeber, and I am an attorney at Taft Stettinius & Hollister
2 LLP, in Minneapolis, Minnesota, and counsel of record for Dexon Computer, Inc., in the above-
3 titled action. I make this declaration in support of Defendant's Motion to Dismiss Plaintiff's First
4 Amended Complaint.

5 2. Attached as **Exhibit A** is a true and correct copy of Cisco's Third Set of Jurisdictional
6 Discovery Demands, which it served on January 4, 2021.

7
8 May 14, 2021

9 /s/Michael M. Lafeber
10 Michael M. Lafeber
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Exhibit A

to Michael M. Lefebber

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10
11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13 **SAN FRANCISCO DIVISION**
14

15 CISCO SYSTEMS, INC., a California
16 corporation, and CISCO TECHNOLOGY,
INC., a California corporation,

17 Plaintiffs,

18 v.
19

20 DEXON COMPUTER, INC., a Minnesota
corporation,

21 Defendant.
22

Case No. 3:20-cv-04926 CRB

**PLAINTIFF'S JURISDICTIONAL
DISCOVERY DEMANDS, SET THREE**

Judge: The Honorable Charles R. Breyer

23
24 PROPOUNDING PARTY: Plaintiffs CISCO SYSTEMS, INC. and CISCO
25 TECHNOLOGY, INC.
26 RESPONDING PARTY: Defendant DEXON COMPUTER, INC.
27 JURISDICTIONAL DISCOVERY SET NO. THREE
28

1 Plaintiffs CISCO SYSTEMS, INC. and CISCO TECHNOLOGY, INC. ("Cisco") hereby
 2 serve upon Defendant DEXON COMPUTER, INC. ("Dexon") the following discovery demand,
 3 made in accordance with the Court's November 19, 2020 order, which authorized Cisco to
 4 conduct jurisdictional discovery relevant to identifying Dexon's sales of counterfeit Cisco
 5 products into the State of California.

6 Given the limited timeline for reasonably inquiring about Dexon's sales, Cisco requests
 7 that Dexon provide responses within three weeks from the date this demand is transmitted to
 8 Dexon. Should Dexon be unable to fully provide all requested information within that three-week
 9 period, we ask that Dexon provide materials as soon as they are obtained, and on a rolling basis.
 10 Should Dexon believe that any portion of Cisco's inquiries are objectionable, we ask that Dexon
 11 immediately inform Cisco of its objections so that the parties may work together to promptly
 12 resolve those objections.

13 DEFINITIONS

14 The following terms, as used in these discovery demands, are defined below:

15 A. "DOCUMENT" or "DOCUMENTS" shall mean all documents, electronically
 16 stored information, and tangible things, including without limitation all writings and all other
 17 means of recording information, whether written, transcribed, taped, filmed, microfilmed, or in
 18 any other way produced, reproduced, or recorded, and including but not limited to: originals,
 19 drafts, computer-sorted and computer-retrievable information, copies and duplicates that are
 20 marked with any notation or annotation or otherwise differ in any way from the original,
 21 correspondence, memoranda, reports, notes, minutes, contracts, agreements, books, records,
 22 checks, vouchers, invoices, purchase orders, ledgers, diaries, logs, calendars, computer printouts,
 23 computer disks, card files, lists of persons attending meetings or conferences, sketches, diagrams,
 24 calculations, evaluations, analyses, directions, work papers, press clippings, sworn or unsworn
 25 statements, requisitions, manuals or guidelines, audit work papers, financial analyses, tables of
 26 organizations, charts, graphs, indices, advertisements and promotional materials, audited and
 27 unaudited financial statements, trade letters, trade publications, newspapers and newsletters,
 28 photographs, emails, electronic or mechanical records, facsimiles, telegrams and telecopies, and

audiotapes. Each draft, annotated, or otherwise non-identical copy is a separate DOCUMENT within the meaning of this term. DOCUMENTS shall also include any removable sticky notes, flags, or other attachments affixed to any of the foregoing, as well as the files, folder tabs, and labels appended to or containing any documents. DOCUMENTS expressly include all ELECTRONIC RECORDS.

B. "ELECTRONIC RECORD" or "ELECTRONIC RECORDS" shall mean the original (or identical duplicate when the original is not available) and any non-identical copies (whether non-identical because of notes made on copies or attached comments, annotations, marks, transmission notations, or highlighting of any kind) of writings of every kind and description inscribed by mechanical, facsimile, electronic, magnetic, digital, or other means. ELECTRONIC RECORDS includes, by way of example and not by limitation, computer programs (whether private, commercial, or work-in-progress), programming notes and instructions, activity listings of email transmittals and receipts, output resulting from the use of any software program (including word processing documents, spreadsheets, database files, charts, graphs and outlines), electronic mail, and any and all miscellaneous files and file fragments, regardless of the media on which they reside and regardless of whether said ELECTRONIC RECORDS exists in an active file, deleted file, or file fragment. ELECTRONIC RECORDS includes without limitation any and all items stored on computer memories, hard disks, diskettes and cartridges, network drives, network memory storage, archived tapes and cartridges, backup tapes, floppy disks, CD-ROMs, removable media, magnetic tapes of all types, microfiche, and any other media used for digital data storage or transmittal. ELECTRONIC RECORDS also includes the file, folder tabs, and containers and labels appended to or associated with each original and non-identical copy.

C. The term CALIFORNIA LICENSE means each license for Cisco software or services that Dexon identified having sold in California, as identified in Attachment 1.

D. The term TRANSMITTAL DOCUMENTS means all DOCUMENTS by which Dexon conveyed any activation key or other information necessary to activate or use a given Cisco license or service, including, but not limited to Cisco's "Product Activation Key."

CISCO'S JURISDICTIONAL DISCOVERY DEMAND

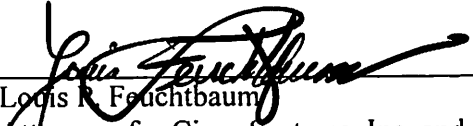
Request for Production No. 3:

Please provide all TRANSMITTAL DOCUMENTS for each CALIFORNIA LICENSE that Dexon sold.

DATED: January 4, 2021

SIDEMAN & BANCROFT LLP

By:


Louis R. Feuchtbaum
Attorneys for Cisco Systems, Inc. and Cisco
Technology, Inc.

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ATTACHMENT 1

Bates # in Dexon Production	Dexon Invoice Date	Dexon Invoice #	Customer	Qty	Item Code	Invoice Description of License
DEX-000065	1/16/2020	103248	All-in 1 Inc (Christopher John Loe)	1	L-LIC-CT2504-25A	"25 Access Point Adder License for Cisco 2504 Wireless Controller (e- Delivery)"
DEX-000076	1/29/2018	92634	All-in 1 Inc (Christopher John Loe)	10	SL-29-SEC-K9	"Cisco Security Lic for 2901- 2951"
DEX-000045	1/10/2018	92091	All-in 1 Inc (Christopher John Loe)	1	L-LIC-CT2504-25A	"25 Access Point Adder License for Cisco 2504 Wireless Controller (e- Delivery)"
DEX-000596	11/15/2017	91719	All-in 1 Inc (Christopher John Loe)	1	AC-PLS-P-250-S	"Cisco AnyConnect 250 User Plus Perpetual License"
DEX-000014	7/29/2016	85900	All-in 1 Inc (Christopher John Loe)	9	L-SL-29-UC-K9	"Cisco IOS Unified Communications - License - 1 router - delivered via electronic distribution"
DEX-000147	3/31/2020	103991	Claremont McKenna College (Linda Tuthill)	1	L-ASA-SSL-100-250	"CISCO ASA 5500 SSI, VPN LIC"
DEX-000234	11/13/2018	97382	East Bay Mud (AccountsPayable)	1 1	LIC-CT5508-50A LIC-CR5508-25A	"50 AP Adder License for the 5508 Controller (eDelivery)" "25 AP Adder License for the 5508 Controller (eDelivery)"

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Bates # in Dexon Production	Dexon Invoice Date	Dexon Invoice #	Customer	Qty	Item Code	Invoice Description of License
DEX-000612	5/29/2020	104486	Edgewood Center for Children and Families (George Bueno)	1	L-FPR1010T-TMC- 3Y	"Cisco Threat Defense Threat, Malware and URL - Subscription license (3 years) - 1 appliance - ESD"
DEX-000248	4/30/2020	104325	Edgewood Center for Children and Families (George Bueno)	1	L-FPR2110T-TM-1Y	"Cisco Threat Defense Threat and Malware - Subscription license (1 year) - 1 appliance - ESD - for FirePOWER 2110 NGFW"
DEX-000247	3/11/2020	103844	Edgewood Center for Children and Families (George Bueno)	200	L-AC-APX-1Y-S2	"Cisco AnyConnect Apex - Term License (1 year) + 1 Year Software Application Support plus Upgrades (SASU) - 1 user - volume - 100-249 licenses - ESD"
DEX-000293	7/8/2020	104711	Financial Partners Credit Union (Accounts Payable)	1	LIC-CUCM-11X- ENH-A	"Cisco Unified Communications Manager Enhanced (v. 11.x) - license"
DEX-000291	6/3/2020	104459	Financial Partners Credit Union (Accounts Payable)	2 1	LIC-CUCM-11X- ENH-A LIC-CUCM-11X- ENH-A	"Cisco Unified Communications Manager Enhanced (v. 11.x) - license"
DEX-000286	11/19/2019	102723	Financial Partners Credit Union (Accounts Payable)	3	LIC-CUCM-11X- ENH-A	"Cisco Unified Communications Manager Enhanced (v. 11.x) - license"

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Bates # in Dexon Production	Dexon Invoice Date	Dexon Invoice #	Customer	Qty	Item Code	Invoice Description of License
DEX-000288	11/19/2019	102695	Financial Partners Credit Union (Accounts Payable)	1	LIC-CUCM-11X- ENH-A	"Cisco Unified Communications Manager Enhanced (v. 11.x) - license"
DEX-000283	10/14/2019	102314	Financial Partners Credit Union (Accounts Payable)	3 3	CP-7945G LIC-CUCM-11X- ENH-A	"Cisco Unified Communications Manager Enhanced (v. 11.x) - license"
DEX-000278	7/30/2019	101245	Financial Partners Credit Union (Accounts Payable)	1 3	LIC-CUCM-11X- ENH-A LIC-CUCM-11X- ENH-A	"Cisco Unified Communications Manager Enhanced (v. 11.x) - license"
DEX-000280	7/30/2019	101330	Financial Partners Credit Union (Accounts Payable)	5	LIC-CUCM-11X- ENH-A	"Cisco Unified Communications Manager Enhanced (v. 11.x) - license"
DEX-000276	7/9/2019	101130	Financial Partners Credit Union (Accounts Payable)	2	LIC-CUCM-11X- ENH-A	"Cisco Unified Communications Manager Enhanced (v. 11.x) - license"

PROOF OF SERVICE

Cisco Systems, Inc. v. Dexon Computer, Inc., et al.
Case No. 3:20-cv-4926

STATE OF , COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of . My business address is 3130 Wilshire Boulevard, Suite 500, Santa Monica, CA 90403-2351.

On May 14, 2021, I served true copies of the following document(s) described as **DECLARATION OF MICHAEL M. LAFEVER IN SUPPORT OF DEFENDANT'S RENEWED MOTION TO DISMISS** on the interested parties in this action as follows:

Richard J. Nelson
Louis P. Feuchtbaum
Angela M. He
Artur A. Minasyan
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Attorneys for Plaintiffs
Cisco Systems, Inc. and Cisco Technology, Inc

BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 14, 2021, at Santa Monica, California.

/s/ Amanda R. Washton
Amanda R. Washton